



## MOUNTAINS RECREATION & CONSERVATION AUTHORITY

### REQUEST FOR BID PROPOSAL FOR FUEL MODIFICATIONS ON MRCA DAYTON CANYON PARCELS

The Mountains Recreation and Conservation Authority (MRCA), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Cornejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, seeks a Contractor to perform fuel modification activities on certain lands managed by MRCA. Contractors must provide adequate protection to areas adjacent to project limits and use best management practices. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a license issued by the State of California, appropriate for this type of work.

### SEE ATTACHED LIST OF PARCELS

#### **Bid Terms:**

All Requests for Interpretation and questions must be submitted in writing in a form of an email to Leigh Adams Croley at: [leigh.croley@mrca.ca.gov](mailto:leigh.croley@mrca.ca.gov). Any clarifications to questions will be provided in writing and posted to the MRCA website <https://mrca.ca.gov/about/bid-on-a-project/> by April 10<sup>th</sup>, 2023. Questions will be accepted Until 5:00 p.m. on Thursday, April 6<sup>th</sup>, 2023. The deadline to receive all sealed bids will be Wednesday, April 12<sup>th</sup>, 2023, by 2 pm. Sealed bids can be mailed or dropped off to King Gillette Ranch, located at 26800 Mulholland Hwy, Calabasas CA 91302, (Please send to MRCA representative – “Attention Leigh Croley”). Sealed Bids will be publicly read at the Anthony C. Beilenson Visitor Center at KGR.

Bids should be submitted under company letterhead stationery with the information required in this RFB and **must include the following:**

1. Completed, signed Bid Submission Form and Schedule of Bid Items (3 pages).
2. Proof of insurance
3. Vendor W-9

Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink, in both figures and words where indicated. Interlineations, alterations and erasures must be initialed by the signer of the bid. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated. In case of discrepancy between total cost of items listed on the Schedule of Bid Items and the total bid amount total bid, the calculated total cost shall govern.

**Scope of Work:**

There will be a total of (8) parcels that will need fuel modifications. Six of the eight parcels will only need cured grass clearance, and the other two parcels will need heavy fuel modifications to meet LA County standards, of shrubs spaced a minimum of 18 feet apart, provided such shrubs are trimmed up from the ground to 1/3 of their height with all dead material being removed. For trees taller than 18 feet, trim lower branches so no foliage is within six feet of the ground and remove all loose material. For trees and shrubs less than 18 feet remove lower branches to 1/3 of their height and remove all material. All cut vegetation and debris shall be removed in a legal manner. Cut vegetation may be machine processed (i.e chipped) and spread back onto the property at a depth not to exceed 3 inches within 30 feet of structure, and six inches beyond 30 feet of structures. In addition, spread material shall not be placed within 10 feet of any usable roadside in accordance with fire prevention Bureau procedures.

**Performance:** Fuel modification shall be performed to the following standards:

- a. Contractor is to provide supervision, labor, materials, and all equipment needed to complete project.
- b. Daily site cleanup is required to keep job site safe and clean. All project-related debris must be hauled away offsite.
- c. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.
- d. Contractor must inspect job site conditions prior to bidding.
- e. Contractors must abide by all Federal, State, or other laws, orders, rules, regulations, and codes of all authorities, having jurisdiction over construction work in the locality of the project.
- f. Hours of work – Monday thru Friday 7:00 am to 3:30 pm.

**Delivery:** Bidders shall indicate on the bid form the proposed completion date. In the event work cannot be completed by this date, the Contractor shall notify MRCA when it becomes aware it cannot meet the schedule and shall indicate the reason for the delay and a projected completion date. MRCA reserves the right to cancel the work at that time without cost to MRCA. In any event, MRCA's obligation to pay does not commence until MRCA accepts the work.

Contractor must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by MRCA and to fully complete improvements within the term of the agreement and according to the Schedule of Work. Contractor must agree also to

pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

**Obligation of Bidder:** Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions set forth in his bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda.

The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.

Attached hereto is MRCA's Standard Agreement. At the time of the awarding of the bid, each bidder will be presumed to have read the document and accepted the terms and conditions as specified, including all attached exhibits.

**Selection:** Selection will be based primarily on cost, but proposed deviations from the requirements will be noted and taken into consideration. Bids shall be valid for a period of at least 90 days after the bid submission date. MRCA may award contracts to multiple vendors for separate properties.

This request for bids does not authorize any work, nor does it create an obligation of funds. MRCA obligates funds through issuance of separate documents. **Mountains Recreation and Conservation Authority reserves the right to reject any or all bid proposals, waive technicalities, re-advertise, to proceed otherwise when in the best interest of the agency.**

**Public Works Project:**

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

MRCA has adopted a Labor Compliance Program which states that maintenance contracts under \$15,000 will not be subject to prevailing wages.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor must post job site notices as prescribed by regulation. The general contractor and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

**Insurance Requirements:** Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insured (collectively, "Additional Insured's") on all policies. As Additional Insured's, all employees, agents, directors, and officers, of the Additional Insured's are required to be covered by each policy.

A. General Liability. Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. Automobile. Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. Subcontractors. Contractor shall include all subcontractors as insures under the policies required herein, or, shall provide MRCA with certificates and endorsements for each subcontractor. Coverage of subcontractors shall be subject to the requirements outlined herein. Likewise, Contractor shall require all subcontractors to secure the same policies required of Contractor herein. Subcontractors shall name the Contractor, MRCA, and Additional Insures as additional insured parties on said policies.

D. Workers Compensation. Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California

Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insurers be responsible for any claims in law or equity due to the failure of the Contractor to comply with the terms of the provisions of this Section or this Agreement.

E. Primary Coverage. Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

F. Notice. Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

G. Separate Coverage. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is filed, except with respect to the limits of insurer's liability.

#### **Rules and Laws in Effect:**

Bidder's attention is directed to the following factors in this project:

- a. Competitive bidding is required.
- b. Change orders must be approved.
- c. All Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.

**Bid Protest:** Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.

- a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 5:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Request for Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.
- b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument. Thereafter, MRCA will send its Notice of Decision to the bid protester and award the contract to the lowest responsive and responsible bidder. The right to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

**BID SUBMISSION FORM AND SCHEDULE OF BID ITEM**BID FORM FOR: **FUEL MODIFICATION per RFB dated April 12<sup>th</sup>, 2023.**

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

**VENDOR INFORMATION**Vendor Name: \_\_\_\_\_ Check One: ☐ Corporation  
☐ Partnership  
☐ Sole Proprietor

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Email: \_\_\_\_\_

**If firm is a sole proprietor or partnership:**

Owner(s) of Company \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

Total Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

The Schedule of Bid Items must be included. In order for a bid to be responsive, all listed items, unit prices, and requested data must be quoted and correspond to bid amount.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the description of the proposed goods, that he/she has examined the Contract Documents (if applicable) and read the accompanying Request for Bids, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Request for Bids in the time and manner therein

prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take offs and accuracy of those calculations.

The undersigned has checked all words and figures inserted in the bid submittal and understand that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids directly or indirectly to any other bidder or competitor; and
- (c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.



I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_, California

## MAP OF AGENCY PARCELS FOR THE DAYTON CANYON PROJECT



**NOTE:** Please note that the areas are no longer plots of land. There are now structures on all plots. Google maps has not updated their maps to date.

**NOTE:** many of the areas needing fuel modification work have unburied PVC irrigation lines, sprinkler heads, and native tree restoration plantings. Contractors are to work with the MRCA representatives as well as on-site maintenance crews prior to scheduled fueled modification work to mitigate potential damage to PVC irrigation lines including temporarily removing sprinkler heads. Fuel modification contractor is to exercise due regard regarding all on-site infrastructure including irrigation lines, sprinkler heads, and native tree restoration plantings when performing contracted work. Any payment for repair or replacement of irrigation lines or other infrastructure damaged by contractor during fuel modification work are the responsibility of the contractor.

**SCHEDULE OF BID ITEMS: FUEL MODIFICATION per RFB dated April 12th, 2023.**

## COST PROPOSAL

CONTRACTOR NAME: \_\_\_\_\_

The undersigned Bidder hereby declares that it has carefully examined the location of the proposed Work, and has read and examined the Contract Documents, including specifications and all addenda. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict compliance with the

Contract Documents for the following TOTAL BASE BID PRICE: **(Must bid on all Parcels)**

## BID SCHEDULE

MAP	PAGE	PARCEL	DESCRIPTION	ACRES	UNIT PRICE
2017	011	904	Provide heavy fuel modifications	1.93	
2017	011	905	Provide Cured grass Clearance	2.18	
2017	012	900	Provide Cured grass Clearance	0.77	
2017	012	901	Provide Cured grass Clearance	0.77	
2017	040	900	Provide Cured grass Clearance	0.48	
2017	037	901	Provide heavy fuel modifications	3.19	
2017	039	900	Provide Cured grass Clearance	3.31	

DATE SUBMITTED: \_\_\_\_\_

Total Bid: \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

## Inspections and Clearance

It is the contractor's responsibility to return to any given parcel, at the request of the MRCA, should it not pass the Los Angeles counties inspection. Any additional work as required will be at the contractor's expense.

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

Los Angeles River Center and Gardens  
 570 West Avenue 26, Suite 100  
 Los Angeles, CA 90065  
 (323) 221-9944 (323) 221-9934 fax

**Just a Sample****STANDARD AGREEMENT**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY ("MRCA") a local public agency exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation & Park District, and the Rancho Simi Recreation & Park District pursuant to Section 6500 *et seq.* of the Government Code, through its Executive Officer Joseph T. Edmiston, and \_\_\_\_\_, ("Contractor").

MRCA and Contractor hereby agree to the following:

Continued on the following three (3) pages and exhibits

**Company Name**

, California

**MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Melissa Vega  
Contracts Officer

**FOR OFFICE USE ONLY**

Amount	\$0	AGREEMENT NUMBER MRCA	TAX ID #	Project Manager
Amount Previously Authorized	\$0	Org Set ##.###.###.####.###.##.5114		Ken Nelson Division Chief
Total	\$0	Project Name: XXX		

## Just a Sample

**SCOPE OF WORK:** Contractor shall perform brush clearance on \_\_\_\_\_ Property. Work shall be completed by \_\_\_\_\_, 2023 unless extended by MRCA staff. The scope is further defined in the Request for Bids and Contractor's Bid Submission Form.

**TERM OF AGREEMENT:** The term of this agreement shall run until --/2023, unless previously terminated or extended. Prior to the completion date, either party may terminate this Agreement for any cause by providing the other party with thirty (30) days notice in writing. "Cause" is defined as a substantial default in performance.

In the event of termination by the MRCA prior to the completion date, the Contractor agrees to take all reasonable measures to prevent further costs to the MRCA under this Agreement, and the MRCA shall be responsible for any reasonable and noncancellable obligation incurred by the Contractor in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that the Contractor terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Contractor shall be liable for repayment to the MRCA of any amount paid by the MRCA under this Agreement for which work has not been performed. The MRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

If Contractor abandons the Project, fails to carry out the Work in a timely manner, or fails to fulfill any other obligation under this Agreement, the MRCA may declare Contractor to be in default and shall have the right to terminate this agreement. Upon declaring Contractor in default, MRCA will provide Contractor with five (5) working day's written notice to cure the default. If Contractor is unwilling or unable to cure default to MRCA's satisfaction within this period of time, termination of this Agreement will be final.

**COMPENSATION:** Total compensation shall not exceed \$ \_\_\_\_\_. Contractor shall not incur additional expenses without the written prior approval of the Contracts Officer. Invoices shall clearly indicate services under this contract.

**PAYMENT:** Fees shall be paid to Contractor upon submission of invoices documenting completion of milestones and receipt of deliverables, no more often than monthly. Invoices for reimbursable expenses must contain detail of expenses and be supported by receipts. The Contractor shall not bill for any additional work beyond the amount authorized herein without the written approval of MRCA staff.

**Just a Sample**

CONDITIONS: Contractor agrees to indemnify, defend and save harmless the MRCA, its officers, agents, employees, and if applicable the granting agency from all Contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the MRCA.

3. MRCA shall appoint a Project Manager to whom Contractor shall direct, in a timely manner, all questions and communication regarding the day-to-day progress and/or problems related to the Work.

4. Without written consent of the MRCA, this Agreement is not assignable by Contractor either in whole or part.

5. Contractor acknowledges that time is of the essence in this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. Contractor, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court had been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

8. Contractor agrees to provide the MRCA with an executed Form 19 Nondiscrimination Compliance Statement, Exhibit B.

9. Contractor agrees that all terms and conditions apply to any sub-Contractors retained.

10. This agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures shall have the same force and effect as original signatures.

11. Contractor shall adequately supervise and direct all Work on the project and be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement. The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to complete the Work. Contractor is solely responsible for site security and protection, including securing property from damage caused by reasonably expected weather conditions. MRCA will not be responsible for providing any labor, materials, supplies, equipment, or supervision required to complete the Work.



## Just a Sample

12. Contractor shall ensure that MRCA has access to the Project Site at all times during the course of this Agreement. MRCA shall have authority to reject any and all portion of the Work that does not conform to the bid specifications. MRCA shall have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work has been fabricated, installed, or completed. Contractor shall be responsible to MRCA for the acts or omissions of the Contractor, Subcontractors, or any agents or employees thereof, in the completion of the Work.

13. MRCA shall notify Contractor of any defective Work or any Work not in accordance with the requirements of this Agreement. Within ten (10) working days of written notice, Contractor shall commence correction and/or completion of said defective or incomplete Work and shall complete the Work within a reasonable time period. If Contractor fails to comply with this requirement, MRCA may complete, or have Work completed, at Contractor's expense.

14. Contractor shall acknowledge, that many of the areas needing fuel modifications work have unburied PVC irrigation lines, sprinkler heads, and native tree restoration plantings. Contractors are to work with MRCA representatives, as well as on-site maintenance crews prior to scheduled fuel modification work, to mitigate potential damage to PVC irrigation lines including temporarily removing sprinkler heads. Fuel modification contractors are to exercise due regard regarding all on-site infrastructure including irrigation lines, sprinkler heads, and native tree restoration plantings when performing contracted work. Any payment for repair or replacement of irrigation lines and other infrastructure damaged by contractor during fuel modification work are the responsibility of the contractor.

15. Contractor shall provide before, during and after pictures to send to the project manager assigned, to show the different stages to project completion.

Insurance. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insureds (collectively, "Additional Insureds") on all policies. As Additional Insureds, all employees, agents, directors, and officers, of the Additional Insureds are required to be covered by each policy.

## Just a Sample

A. General Liability. Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. Automobile. Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. Workers Compensation. Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insureds be responsible for any claims in law or equity due to the failure of the

Contractor to comply with the terms of the provisions of this Section or this Agreement.

D. Primary Coverage. Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

E. Notice. Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

F. Separate Coverage. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is filed, except with respect to the limits of insurer's liability.

15. Labor Compliance Program. Unless otherwise confirmed by written notice of the MRCA, the Work to be completed under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. The Contractor, its employees, agents, and subcontractors, shall all be bound by the provisions of the Labor Code and any other applicable federal, state or local law.

A. MRCA has adopted a Labor Compliance Program, which states that construction



contracts under \$25,000 and maintenance contracts under \$15,000 will not be subject to prevailing wages, however all other applicable provisions of the Labor Code are incorporated. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wage, the 8 hour day and 40 hour work week, overtime, weekend and holiday work, and employment of apprentices. Contractor shall forfeit to the MRCA any penalties prescribed in the Labor Code for violations thereof.

B. Pursuant to Section 1776 of the Labor Code, Contractor shall maintain accurate payroll records at all times during the Term of this Agreement and shall ensure that all subcontractors maintain accurate payroll records at all times during the Term of this Agreement. Notwithstanding submissions required by any other Section of this Agreement or any of the Contract Documents, within 24 hours of delivery to Contractor of written request by MRCA, Contractor shall submit certified payroll records for itself and for any subcontractor to MRCA for inspection. Contractor shall disclose to MRCA any past labor violations. MRCA reserves right to make any labor compliance inspection required by law or otherwise deemed necessary.

## **Just a Sample**

### **List of Exhibits**

Exhibit A – Contractor's Bid Submission Form

Exhibit B – Contractor's Statement of Nondiscrimination

Exhibit C – Scope of Work – Refer to Bid Package dated   /  /

## Just a Sample

### **Exhibit B - Form 19 Nondiscrimination Compliance Statement**

1. During the performance of this contract, the recipient, Contractor shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Contractor, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_(Company Name), hereinafter referred to as "prospective Contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title II, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I \_\_\_\_\_ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification executed on \_\_\_\_\_ (Date) in the county of \_\_\_\_\_ (County) is made under the penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**END**